

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409636

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Interest Release: Order Granting Receiver's Petition to Sell Free and Clear of Liens and Encumbrances, releasing the security interest dated 05/25/2006, and recorded at Reel and Frame: 003391/0094.		
RESUBMIT DOCUMENT ID:	900386882		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		09/10/2009	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Traffic Solutions, Inc.		
Street Address:	1330 West Southern Avenue		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2655921	CITATION COMPOSER	
Registration Number:	2138538	CROSSINGGUARD	
Registration Number:	2679829	NESTOR TRAFFIC SYSTEMS	
Registration Number:	2290068	NESTOR	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	9610-21		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		

DATE SIGNED:	12/20/2016
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Total Attachments: 16

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STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

MICHAEL JAMES, Chief Executive Officer
PLAINTIFF

vs.

C.A. No. 09-3152

NESTOR, INC.

DEFENDANT

MICHAEL JAMES, President
PLAINTIFF

vs.

C.A. No. 09-3153

NESTOR TRAFFIC SYSTEMS, INC.

DEFENDANT

**ORDER GRANTING RECEIVER'S PETITION TO SELL
FREE AND CLEAR OF LIENS AND ENCUMBRANCES**

This cause having come on for Hearing on September 8, 2009, on the Receiver's Petition to Sell Free and Clear of Liens and Encumbrances (the "Petition"), it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That due and timely notice of said Petition has been given to all parties known to the Receiver who have an interest in the business and assets of Nestor, Inc., and Nestor Traffic Systems, Inc., (the "Assets") wherever located, including, but not limited to, those business operations and/or assets located at 42 Oriental Street, Providence, Rhode Island, and to all other creditors, shareholders and interested parties of the Defendant and known to the Receiver as set forth in the Affidavit of Notice filed by the Receiver relative to said Petition.

2. That the Receiver is hereby authorized to sell all of his right, title, and interest in the Assets of Nestor, Inc., and Nestor Traffic Systems, Inc., ("Nestor") as set forth in the Asset Purchase Agreement (the "APA"), a copy of which is attached hereto as Exhibit "A" and incorporated herein, free and clear of all interests, claims, liens and encumbrances of any kind, nature or type whatsoever to American Traffic Solutions, Inc., or its nominee ("Purchaser"), for the sum of:

which sum is inclusive of Purchase Price of \$1,000,000.00, plus all accrued interest on Receivables aged less than ninety (90) days as of September 4, 2009.

SUPERIOR COURT
FILED
HENRY S. KANCH JR., CLERK

2009 SEP 10 P 3:26

True Copy Attest

Office of the Clerk of the Superior Court
County of Providence, R.I.
PROVIDENCE, RHODE ISLAND

(the "Purchase Price") and upon the terms and conditions as set forth in the Exhibit "A". Further, all interests, claims, liens and encumbrances against the Assets are hereby transferred to the proceeds thereof in the same priority as prior to such transfer;

3. That the Court finds that the Receiver's advertising and marketing of the Assets and the due diligence process conducted by the Receiver was fair and reasonable and was conducted in a commercially reasonable manner. Further, based upon that advertising and marketing, the Court also finds that the sale of the Assets to the Purchaser, upon the terms and conditions of the APA annexed hereto, is commercially reasonable, the sales price and the terms set forth therein are fair and reasonable, the sale is made in good faith, the Purchaser is a bona fide good faith purchaser and that such sale is in the interest of all creditors of the Defendant wherever located. Lastly, the Court finds that the Receiver's private auction process and procedure was fair and reasonable and was conducted in a commercially reasonable manner;

4. That the Receiver and the Purchaser have agreed that this Court shall retain jurisdiction over the sale of the Assets to Purchaser pursuant to the APA annexed hereto, and this Court shall have sole and exclusive jurisdiction over any issues or disputes regarding the sale of the Assets and the APA, including but not limited to, such jurisdiction to (i) adjudicate any and all issues arising from or relating to said APA, (ii) the interpretation of any provisions of said APA, and (iii) the enforcement of any provision of said APA and any provision of this Order;

5. That the Purchaser has requested additional time to review the potential transfer of any intellectual property of Nestor. If Purchaser elects to assume any of the Nestor IP, as such term is defined in that certain License Agreement entered by and between Nestor and Retail Decisions, Inc. ("RDI") dated as of the 1st day of May, 2001 (the "RDI License Agreement"), such assumption shall be subject to the rights of RDI under the RDI License Agreement and Purchaser shall assume the obligations of Nestor under the RDI License Agreement arising from and after the transfer thereof. If the Purchaser does not assume Nestor IP then the Nestor IP will remain with the Receiver and is expressly excluded from the sale of the Assets;

6. That the Purchaser, in accordance with the terms of and as set forth in the APA, has requested and this Court grants to it until September 30, 2009 (the "Review Period") to review any and all executory contracts, contracts, licenses, permits, leases and other documents, agreements, contracts and obligations of Nestor (the "Contracts") in order to identify which, if any, the Purchaser will elect to assume.

True Copy Attested
J. S. Smith
Office of Clerk of Superior Court
Providence Rhode Island

part of this sale. Upon or before the conclusion of the Review Period, Purchaser and Receiver shall compile any and all Schedules and/or Exhibits necessary to sufficiently identify those Contracts which Purchaser elects to assume. To the extent that the Purchaser requires additional time to conduct its review of the Contracts, upon written request of the Purchaser, the Receiver is authorized to allow the Review Period to be extended until October 23, 2009. To the extent that Purchaser elects to assume any Contract, the Receiver and Purchaser shall use all reasonable and best efforts as may be necessary, if any, to notify any effected third party to such assumed Contract. It is understood that any and all Contracts which are not set forth on any such Schedules or Exhibits are expressly not assumed by Purchaser and the Purchaser shall retain no liability or obligation thereunder (the "Unassumed Contracts") and the Receiver may, in his sole discretion and within the ordinary and typical course of this proceeding, elect to reject, sell, assign or transfer any such Unassumed Contracts.

7. That in connection with the sale of the Assets from the Receiver to Purchaser, Purchaser shall have the authority to endorse, cash, negotiate and/or deposit any and all checks received associated with those Account Receivables aged less than ninety (90) days as of September 4, 2009.

8. That in the event the sale is not consummated with the Purchaser, that RedSpeed USA Corporation, as the second place bidder with an offer in the amount of
shall be entitled to purchase the Assets for the amount of its
second place bid.

9. That in the event a sale is not consummated with either Purchaser or RedSpeed USA Corporation; B2H3, LLC, as the third place bidder with an offer in the amount of
Dollars, shall be entitled to purchase the Assets for
the amount of its third place bid.

10. That B2H3, LLC, shall be entitled to a breakup fee in the amount of
in accordance with the Order entered on August 25, 2009;

11. That the Receiver is hereby authorized to execute and deliver a Receiver's Bill of Sale and any other documents necessary to convey all of his right, title and interest as Receiver in and to the Assets, wherever located, free and clear of all interests, claims, liens and encumbrances, including but not limited to, all statutory, successor liability and other claims;

True Copy Attest
[Signature]
Office of Clerk of Superior Court
Counties of Providence & Bristol
Providence, Rhode Island

12. That all parties who claim an interest, lien or encumbrance against the Assets are hereby directed to execute and deliver to the Receiver, within seven (7) days of his request, appropriate lien releases and/or UCC Financing Termination Statements in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens and encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interest, claims, liens or encumbrances against the sales proceeds.

13. That, notwithstanding anything contained herein or the failure of any party to execute and deliver to the Receiver appropriate releases, financing terminations and/or other such reasonable documentation as required by paragraph 10 herein, all interests, claims, liens and encumbrances asserted by those parties with recorded liens against the assets of Nestor in the Uniform Commercial Code Divisions of the Offices of the Secretary of the State for the States of Rhode Island, Delaware, California, Georgia, Iowa and Texas, and any other states where there may be a lien recorded against the assets of Nestor, be declared to be released and discharged upon consummation of the sale of the business and assets of Nestor, and that the recording of such Order with the Uniform Commercial Code Divisions of the Offices of the Secretary of the State for the States of Rhode Island, Delaware, California, Georgia, Iowa and Texas, and any other states where there may be a lien recorded against the assets of Nestor, shall constitute evidence of such release and discharge.

ENTERED as an Order of this Court this 10th day of September, 2009

ENTER:

Associate Justice

BY ORDER:

Clerk, Superior Court

True Copy Attest

H. S. Smith, Jr.
Office of Clerk of Superior Court
Counties of Providence & Bristol
Providence Rhode Island

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nestor, Inc. and Nestor Traffic Systems, Inc.		12/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Traffic Solutions, Inc.		
Street Address:	7681 E. Gray Rd.		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3438292	VIDAR	
Serial Number:	78925054	VIDAR	
Serial Number:	78925053	VIDAR	
Serial Number:	77618938	I-CITATION	
Registration Number:	2679829	NESTOR TRAFFIC SYSTEMS	
Registration Number:	2655921	CITATION COMPOSER	
Registration Number:	2290068	NESTOR	
Registration Number:	2138538	CROSSINGGUARD	
CORRESPONDENCE DATA			
Fax Number:	(071)230-1001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	01141 230 10 00		
Email:	jmoetteli@patentinfo.net		
Correspondent Name:	Moetteli & Associates SaRL		

CH \$215.00 3438292

900160116

TRADEMARK
 REEL: 004189 FRAME: 0450

TRADEMARK
 REEL: 005940 FRAME: 0818

Address Line 1: St. Leonhardstrasse 4	
Address Line 4: St. Gallen, SWITZERLAND CH-9000	
ATTORNEY DOCKET NUMBER:	MUS-A006-XXX
NAME OF SUBMITTER:	John Moetteli
Signature:	/s/john moetteli/
Date:	04/21/2010
Total Attachments: 3 source=Assignment of Trademarks_Executed 2009 12 01#page1.tif source=Assignment of Trademarks_Executed 2009 12 01#page2.tif source=Assignment of Trademarks_Executed 2009 12 01#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, Nestor, Inc. and Nestor Traffic Systems, Inc., Delaware corporations (each individually and collectively referred to herein as "Nestor"), adopted and used the trademarks, and the registrations and applications therefore, as specifically identified on Exhibit A attached hereto (the "Company Trademarks"); and Jonathan N. Savage, the Court-appointed Permanent Receiver (the "Receiver") of Nestor and the Receivership Estate, in accordance with the Orders entered by the Rhode Island Superior Court in the consolidated receivership proceeding docketed as *MICHAEL JAMES, Chief Executive Officer v. Nestor, Inc.*, C.A. No. 09-3152 and *MICHAEL JAMES, President v. Nestor Traffic Systems, Inc.*, C.A. No. 09-3153 (the "Receivership Proceeding") have taken and are vested with the title to and are continuing to use the Company Trademarks; and

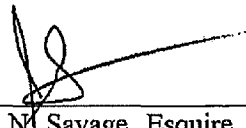
WHEREAS, The Receiver has been appointed as the Permanent Receiver for the receivership estate of Nestor, by order of the Rhode Island Superior Court sitting in Providence County in the Receivership Proceeding;

WHEREAS, American Traffic Solutions, Inc., a corporation organized and existing under the laws of the State of Kansas (the "Purchaser"), having a place of business at 7681 E. Hwy. Rd., Skowhegan, ME 05260, is desirous of acquiring the Company Patents and the Company Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Receiver, does hereby assign, sell and transfer unto the Purchaser all of his right, title and interest in and to the Company Trademarks, together with the goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Company Trademarks. The Receiver agrees to assist the Purchaser, at the Purchaser's expense, to perfect the Purchaser's rights in the Company Trademarks, including executing all documents reasonably required by the Purchaser to effectuate such purpose.

[Signature Appears On Following Page]

IN WITNESS WHEREOF, the Receiver has executed this Assignment of Trademarks, as an instrument under seal as of this 10th day of September 2009.

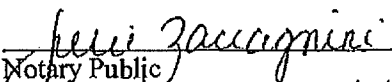

Jonathan M. Savage, Esquire, in his capacity as
the Court-appointed Receiver for the
Receivership Estates of Nestor, Inc. and Nestor
Traffic Systems, Inc. and not individually

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

)
) ss.
)

On the 10th day of September 2009, before me appeared Jonathan M. Savage the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.


Notary Public
My commission expires: 4/7/2010

The foregoing Assignment of Trademarks by the Receiver is hereby accepted as of this 1st day of ~~September~~ 2009.
December

By: Amy L. Raa
Name
Title

Associate General Counsel
American Traffic Solutions

Exhibit A

US Trademarks and Trademark Applications

Trademark	Serial or Reg. No.	Filing date	Status	Where
VIDAR	3,438,292	July 8, 2006	REGISTERED	US
VIDAR	78925054	July 8, 2006	LIVE	US
VIDAR	78925053	July 8, 2006	LIVE	US
I-CITATION	77618938	November 20, 2008	LIVE	US
NESTOR TRAFFIC SYSTEMS	2,679,829	February 8, 2001	REGISTERED	US
CITATION COMPOSER	2,655,921	May 22, 2001	REGISTERED	US
NESTOR	2,290,068	July 16, 1998	REGISTERED	US
CROSSINGGUARD	2,138,538	December 6, 1996	LIVE	US
NESTOR SYSTEM	1,384,074		CANCELED	US
PENSHELL	1,739,577		CANCELED	US
HUMAN HEAD DESIGN	1,707,863		CANCELED	US

Foreign Trademarks and Trademark Applications

Trademark	Serial No.	Filing date	Status	Where
NESTOR SYSTEM	1,091,726	July 23, 1985	REGISTERED	DE
NESTOR SYSTEM	2,054,809			JP
NESTOR SYSTEM	1,980,597			JP
NESTOR SYSTEM	1,317,788	July 22, 1985	REGISTERED	FR
NESTOR SYSTEM	327283	July 19, 1985	REGISTERED	CA

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nestor, Inc.		05/25/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	225 Asylum Street, 23rd Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2138538	CROSSINGGUARD	
Registration Number:	2290068	NESTOR	
Registration Number:	1384074	NESTOR SYSTEM	
Registration Number:	2568931		
Registration Number:	2118342	TRAFFICVISION	
CORRESPONDENCE DATA			
Fax Number:	(617)345-9020		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-345-9000		
Email:	aspagnole@haslaw.com, tmdocket@haslaw.com		
Correspondent Name:	Amy B. Spagnole		
Address Line 1:	28 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Amy B. Spagnole		

OP \$140.00 2138538

900058057

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 REEL: 005940 FRAME: 0823

Signature:	/Amy B. Spagnole/
Date:	09/15/2006
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ASSIGNMENT FOR SECURITY

WHEREAS, NESTOR, INC., a Delaware corporation ("Nestor"), and its wholly-owned subsidiary, NESTOR TRAFFIC SYSTEMS, INC., a Delaware corporation ("NTS", and together with Nestor, the "Assignor"), (i) owns the patents and patent applications, and the inventions disclosed or claimed therein and all continuations, extensions, divisions, renewals, substitutes or reissues thereof, listed on the annexed Schedule A (the "Patents"), which Patents are in full force and effect; (ii) has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office to the extent indicated (the "Trademarks"); and (iii) owns the copyright registrations and copyright applications listed on Schedule A annexed hereto, together with any reissues, extensions or renewals thereof (the "Copyrights"); and

WHEREAS, Nestor is obligated to the Purchasers (the "Purchasers") identified in that certain Securities Purchase Agreement, dated as of May 24, 2006, and under the Senior Secured Convertible Notes purchased or to be purchased thereunder, and has entered into a Security Agreement – Trademarks, Patents and Copyrights, dated as of May 25, 2006 (the "IP Security Agreement"), in favor of U.S. Bank National Association (the "Assignee") as Collateral Agent on behalf of the Purchasers; and

WHEREAS, pursuant to the IP Security Agreement, Assignor has assigned to Assignee and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to (i) the Patents and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and all proceeds thereof, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Patents Collateral"); (ii) the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademarks Collateral"); and (iii) the Copyrights (the "Copyrights Collateral") (collectively, the Patents Collateral, the Trademarks Collateral and the Copyrights Collateral shall be referred to herein as the "Intellectual Property Collateral"), to secure the payment of the Obligations (as defined in the IP Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee (for the benefit of the Assignee) a mortgage on, pledge of and security interest in the Intellectual Property Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 25th day of May 2006.

ASSIGNOR:

NESTOR, INC.

[Corporate Seal]

By: 

Name: WILLIAM P. HADDON

Title: CFO

NESTOR TRAFFIC SYSTEMS, INC.

[Corporate Seal]

By: 

Name: WILLIAM P. HADDON

Title: CFO

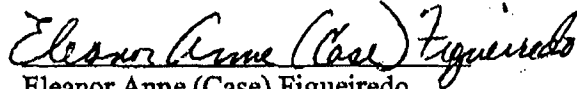
[Signature Page to Assignment for Security]

ACKNOWLEDGMENT

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

On this 25th day of May, 2006, before me Nigel P. Hebborn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Eleanor Anne (Case) Figueiredo
Notary Public

My commission expires:
6/26/09

TRADEMARK

REEL: 005394 FRAME: 0098
REEL: 005940 FRAME: 0827

Schedule A to Assignment for IP Security Agreement

Patents

US

- A. 6,970,102 Traffic violation detection, recording and evidence processing system
- B. 6,950,789 Traffic violation detection at an intersection employing a virtual violation line
- C. 6,760,061 Traffic sensor
- D. 6,754,663 Video-file based citation generation system for traffic light violations
- E. 6,647,361 Non-violation event filtering for a traffic light violation detection system
- F. 6,573,929 Traffic light violation prediction and recording system
- G. 6,560,360 Feed forward feed back multiple neural network with context driven recognition
- H. 6,281,808 Traffic light collision avoidance system
- I. 6,188,329 Integrated traffic light violation citation generation and court date scheduling system
- J. 5,701,398 Adaptive classifier having multiple subnetworks
- K. 5,479,574 Method and apparatus for adaptive classification
- L. 5,054,093 Parallel, multi-unit, adaptive, nonlinear pattern class separator and identifier
- M. 4,958,375 Parallel, multi-unit, adaptive pattern classification system using inter-unit correlations and an intra-unit class separator methodology
- N. 4,897,811 N-dimensional coulomb neural network which provides for cumulative learning of internal representations

Australian

- A. 761,072 Traffic light violation prediction and recording system
- B. 775,840 Traffic light collision avoidance system

Japanese

- A. 2,976,053 Parallel, multi-unit, adaptive, nonlinear pattern class separator and identifier

Patent Applications

EPO

- A. 99 962 818.3 Traffic light violation prediction and recording system
- B. 99 959 067.2 Traffic light collision avoidance system

Trademarks

US

- A. 2655921 Citation Composer
- B. 2138538 CrossingGuard
- C. 2679829 Nestor Traffic Systems
- D. 2290068 Nestor
- E. 1384074 Nestor System
- F. 2568931 Nestor logo (human head design)
- G. 2118342 Traffic Vision

“NESTOR SYSTEM” is also a registered trademark in Canada (327,283), France (1,317,788), Germany (1,091,726) and Japan (2,054,809)

Trademark Applications

US

- A. 78/865051 NTS VIDEO VASCAR

Copyrights Collateral

None.